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GEICO INDEMNITY COMPANY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GEOFFREY STARKS AND TEELA  
STARKS, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

vs.

GEICO INDEMNITY COMPANY,  
Defendant.

Case No. 2:15-cv-05771-MWF(PJWx)

**STIPULATED PROTECTIVE  
ORDER**

Magistrate Judge: Hon. Patrick J. Walsh  
Complaint filed: July 30, 2015  
SAC Filed: November 20, 2015

**A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth

1 in Section 11.3, below, that this Stipulated Protective Order does not entitle them to  
2 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
3 procedures that must be followed and the standards that will be applied when a  
4 party seeks permission from the court to file material under seal.

5 **B. GOOD CAUSE STATEMENT**

6 This action is likely to involve trade secrets, customer lists and other valuable  
7 research, development, commercial, financial, technical and/or proprietary  
8 information for which special protection from public disclosure and from use for  
9 any purpose other than prosecution of this action is warranted. Such confidential  
10 and proprietary materials and information consist of, among other things,  
11 confidential business or financial information, information regarding confidential  
12 business practices, or other confidential research, development, or commercial  
13 information (including information implicating privacy rights of third parties),  
14 information otherwise generally unavailable to the public, or which may be  
15 privileged or otherwise protected from disclosure under state or federal statutes,  
16 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
17 information, to facilitate the prompt resolution of disputes over confidentiality of  
18 discovery materials, to adequately protect information the parties are entitled to  
19 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
20 of such material in preparation for and in the conduct of trial, to address their  
21 handling at the end of the litigation, and serve the ends of justice, a protective order  
22 for such information is justified in this matter. It is the intent of the parties that  
23 information will not be designated as confidential for tactical reasons and that  
24 nothing be so designated without a good faith belief that it has been maintained in a  
25 confidential, non-public manner, and there is good cause why it should not be part  
26 of the public record of this case.

1     1.     DEFINITIONS

2           1.1     Action: *Starks, et al. v. GEICO Indemnity Co.*, Case No. 2:15-cv-  
3     05771 MWF PJW.

4           1.2     Challenging Party: a Party or Non-Party that challenges the  
5     designation of information or items under this Order.

6           1.3     “CONFIDENTIAL” Information or Items: information (regardless of  
7     how it is generated, stored or maintained) or tangible things that qualify for  
8     protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
9     the Good Cause Statement.

10          1.4     “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
11     Information or Items: extremely sensitive “CONFIDENTIAL Information or  
12     Items,” disclosure of which to another Party or Non-Party would create a  
13     substantial risk of serious harm that could not be avoided by less restrictive means,  
14     including computer code and associated comments and revision histories, formulas,  
15     or schematics that define or otherwise describe in detail the algorithms or structure  
16     of software or hardware designs, disclosure of which to another Party or Non-Party  
17     would create a substantial risk of serious harm that could not be avoided by less  
18     restrictive means.

19          1.5     Counsel: Outside Counsel of Record and House Counsel (as well as  
20     their support staff).

21          1.6     Designating Party: a Party or Non-Party that designates information or  
22     items that it produces in disclosures or in responses to discovery as  
23     “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
24     ONLY.”

25          1.7     Disclosure or Discovery Material: all items or information, regardless  
26     of the medium or manner in which it is generated, stored, or maintained (including,  
27     among other things, testimony, transcripts, and tangible things), that are produced  
28     or generated in disclosures or responses to discovery in this matter.

1.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

1.9 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

1.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

1.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

1.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

1.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

1.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

1     2.     SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9     3.     DURATION

10          Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
14 with or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of time  
17 pursuant to applicable law.

18     4.     DESIGNATING PROTECTED MATERIAL

19         4.1   Exercise of Restraint and Care in Designating Material for Protection.

20          Each Party or Non-Party that designates information or items for protection under  
21 this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. The Designating Party must designate for  
23 protection only those parts of material, documents, items, or oral or written  
24 communications that qualify so that other portions of the material, documents,  
25 items, or communications for which protection is not warranted are not swept  
26 unjustifiably within the ambit of this Order.

27          Mass, indiscriminate, or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to  
 2 impose unnecessary expenses and burdens on other parties) may expose the  
 3 Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
 5 designated for protection do not qualify for protection, that Designating Party must  
 6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 4.2 Manner and Timing of Designations. Except as otherwise provided in  
 8 this Order (see, e.g., second paragraph of section 4.2(a) below), or as otherwise  
 9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
 10 under this Order must be clearly so designated before the material is disclosed or  
 11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic  
 14 documents, but excluding transcripts of depositions or other pretrial or trial  
 15 proceedings), that the Producing Party affix at a minimum, the legend  
 16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
 17 ONLY" (hereinafter "CONFIDENTIAL legend"), to each page that contains  
 18 protected material. If only a portion or portions of the material on a page qualifies  
 19 for protection, the Producing Party also must clearly identify the protected  
 20 portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for  
 22 inspection need not designate them for protection until after the inspecting Party  
 23 has indicated which documents it would like copied and produced. During the  
 24 inspection and before the designation, all of the material made available for  
 25 inspection shall be deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
 26 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the  
 27 documents it wants copied and produced, the Producing Party must determine  
 28 which documents, or portions thereof, qualify for protection under this Order. Then,

1 before producing the specified documents, the Producing Party must affix the  
 2 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
 3 portion or portions of the material on a page qualifies for protection, the Producing  
 4 Party also must clearly identify the protected portion(s) (e.g., by making  
 5 appropriate markings in the margins).

6 (b) for testimony given in deposition or in other pretrial or trial  
 7 proceedings, that the Designating Party identify on the record, before the close of  
 8 the deposition, hearing, or other proceeding, all protected testimony and specify the  
 9 level of protection being asserted. When it is impractical to identify separately each  
 10 portion of testimony that is entitled to protection and it appears that substantial  
 11 portions of the testimony may qualify for protection, the Designating Party may  
 12 invoke on the record (before the deposition, hearing, or other proceeding is  
 13 concluded) a right to have up to 21 days to identify the specific portions of the  
 14 testimony as to which protection is sought and to specify the level of protection  
 15 being asserted. Only those portions of the testimony that are appropriately  
 16 designated for protection within the 21 days shall be covered by the provisions of  
 17 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at  
 18 the deposition or up to 21 days afterwards if that period is properly invoked, that  
 19 the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY  
 20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

21 Parties shall give the other parties notice if they reasonably expect a  
 22 deposition, hearing or other proceeding to include Protected Material so that the  
 23 other parties can ensure that only authorized individuals who have signed the  
 24 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
 25 proceedings. The use of a document as an exhibit at a deposition shall not in any  
 26 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
 27 – ATTORNEYS’ EYES ONLY.”  
 28



Transcripts containing Protected Material shall have an obvious legend on the title page that the transcript contains Protected Material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated as Protected Material and the level of protection being asserted by the Designating Party. The Designating Party shall inform the court reporter of these requirements. Any transcript that is prepared before the expiration of a 21-day period for designation shall be treated during that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix the “CONFIDENTIAL legend” in a prominent place on the exterior of the container or containers in which the information is stored. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

5.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.



5.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 6. ACCESS TO AND USE OF PROTECTED MATERIAL

6.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 12 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

6.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

6.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in

1 writing by the Designating Party, a Receiving Party may disclose any information  
 2 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
 3 only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action,  
 5 as well as employees of said Outside Counsel of Record to whom it is reasonably  
 6 necessary to disclose the information for this litigation and who have signed the  
 7 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
 8 A;

9 (b) Experts of the Receiving Party (1) to whom disclosure is  
 10 reasonably necessary for this litigation, and (2) who have signed the  
 11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);<sup>1</sup>

12 (c) the court and its personnel;

13 (d) court reporters and their staff, professional jury or trial  
 14 consultants, and Professional Vendors to whom disclosure is reasonably necessary  
 15 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
 16 Bound” (Exhibit A); and

17 (e) the author or recipient of a document containing the information  
 18 or a custodian or other person who otherwise possessed or knew the information.

19 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
 20 IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation  
 22 that compels disclosure of any information or items designated in this Action as  
 23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 24 ONLY” that Party must:

25  
 26 <sup>1</sup> “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or  
 27 items may be disclosed to an Expert without disclosure of the identity of the Expert  
 28 as long as the Expert is not a current officer, director, or employee of a competitor  
 of a Party or anticipated to become one.

1 (a) promptly notify in writing the Designating Party. Such  
2 notification shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or  
4 order to issue in the other litigation that some or all of the material covered by the  
5 subpoena or order is subject to this Protective Order. Such notification shall include  
6 a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be  
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with  
10 the subpoena or court order shall not produce any information designated in this  
11 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
12 EYES ONLY” before a determination by the court from which the subpoena or  
13 order issued, unless the Party has obtained the Designating Party’s permission. The  
14 Designating Party shall bear the burden and expense of seeking protection in that  
15 court of its confidential material and nothing in these provisions should be  
16 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
17 a lawful directive from another court.

18 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced  
21 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
23 Non-Parties in connection with this litigation is protected by the remedies and relief  
24 provided by this Order. Nothing in these provisions should be construed as  
25 prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery  
27 request, to produce a Non-Party’s confidential information in its possession, and the  
28

1 Party is subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the  
4 Non-Party that some or all of the information requested is subject to a  
5 confidentiality agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the  
7 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
8 reasonably specific description of the information requested; and

9 (3) make the information requested available for inspection  
10 by the Non-Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this court  
12 within 14 days of receiving the notice and accompanying information, the  
13 Receiving Party may produce the Non-Party's confidential information responsive  
14 to the discovery request. If the Non-Party timely seeks a protective order, the  
15 Receiving Party shall not produce any information in its possession or control that  
16 is subject to the confidentiality agreement with the Non-Party before a  
17 determination by the court. Absent a court order to the contrary, the Non-Party shall  
18 bear the burden and expense of seeking protection in this court of its Protected  
19 Material.

## 20 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
22 Protected Material to any person or in any circumstance not authorized under this  
23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
24 writing the Designating Party of the unauthorized disclosures, (b) use its best  
25 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
26 person or persons to whom unauthorized disclosures were made of all the terms of  
27 this Order, and (d) request such person or persons to execute the "Acknowledgment  
28 and Agreement to Be Bound" that is attached hereto as Exhibit A.

10. INADVERTENT PRODUCTION OF PRIVILEGED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). The production of any privileged material shall not be deemed a waiver or impairment of any claim of privilege or protection, including, but not limited to, the attorney-client privilege, the protection afforded to work product materials, or the subject matter thereof, in this case or in any other federal or state proceeding.

The Producing Party must notify the Receiving Party promptly, in writing, upon discovery that a document has been produced. Upon receiving written notice from the Producing Party that privileged and/or work product material has been produced, all such information, and all copies thereof, shall be returned to the Producing Party within ten (10) business days of receipt of such notice and the Receiving Party shall not use such information for any purpose. The Receiving Party shall also attempt, in good faith, to retrieve and return or destroy all copies of the documents in electronic format. The Producing Party shall promptly provide a log of the privileged and/or work product material that was returned.

The Receiving Party may contest the privilege or work product designation by the Producing Party, and shall give the Producing Party written notice of the reason for said disagreement. The Receiving Party shall, within fifteen (15) business days from the initial notice by the Producing Party, seek an Order from the Court compelling the production of the Information. The Receiving Party, however, may not challenge the privilege or immunity claim by arguing that the disclosure itself is a waiver of any applicable privilege. If no such Order is sought, upon expiration of the fifteen (15) day period, then all copies of the disputed document shall be returned in accordance with this paragraph.

Any analyses, memoranda or notes which were internally generated based upon such privileged information shall immediately be placed in sealed envelopes, and shall be destroyed in the event that (a) the Receiving Party does not contest that the information is privileged, or (b) the Court rules that the information is privileged. Such analyses, memoranda or notes may only be removed from the sealed envelopes and returned to its intended purpose in the event that (a) the Producing Party agrees in writing that the information is not privileged, or (b) the Court rules that the information is not privileged.

## 11. MISCELLANEOUS

11.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

11.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

11.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

## 12. FINAL DISPOSITION

After the final disposition of this Action, as defined in section 3, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,



1 compilations, summaries, and any other format reproducing or capturing any of the  
 2 Protected Material. Whether the Protected Material is returned or destroyed, the  
 3 Receiving Party must submit a written certification to the Producing Party (and, if  
 4 not the same person or entity, to the Designating Party) by the 60 day deadline that  
 5 (1) identifies (by category, where appropriate) all the Protected Material that was  
 6 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
 7 copies, abstracts, compilations, summaries or any other format reproducing or  
 8 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
 9 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
 10 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
 11 and trial exhibits, expert reports, attorney work product, and consultant and expert  
 12 work product, even if such materials contain Protected Material. Any such archival  
 13 copies that contain or constitute Protected Material remain subject to this Protective  
 14 Order as set forth in Section 3 (DURATION).

15 13. Any violation of this Order may be punished by any and all appropriate  
 16 measures including, without limitation, contempt proceedings and/or monetary  
 17 sanctions.

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19  
 20 Dated: May 31, 2016

LAW OFFICES OF TODD M.  
 FRIEDMAN, P.C.  
 Todd M. Friedman  
 Adrian R. Bacon

21  
 22  
 23 By /s/ Adrian R. Bacon  
 24 Todd M. Friedman  
 25 Attorneys for Plaintiffs  
 26  
 27  
 28


1 Dated: May 31, 2016

MORGAN, LEWIS & BOCKIUS LLP  
Brian M. Jazaeri  
Esther K. Ro  
Emily L. Calmeyer

2  
3  
4  
5 By /s/ Brian Jazaeri  
6 Brian M. Jazaeri  
7 Attorneys for Defendant

8 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

9  
10 DATED: June 1, 2016

  
11 Honorable Patrick J. Walsh  
12 U.S. Magistrate Judge  
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**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty  
 of perjury that I have read in its entirety and understand the Stipulated Protective  
 Order that was issued by the United States District Court for the Central District of  
 California on \_\_\_\_\_ [date] in the case of Geoffrey Starks and Teela  
Starks vs. Geico Indemnity Company, Case No. 2:15-cv-05771 MWF PJW. I agree  
 to comply with and to be bound by all the terms of this Stipulated Protective Order  
 and I understand and acknowledge that failure to so comply could expose me to  
 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
 not disclose in any manner any information or item that is subject to this Stipulated  
 Protective Order to any person or entity except in strict compliance with the  
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or type  
 full name] of \_\_\_\_\_ [print or type  
 full address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_